



SCHONEKAS  
EVANS  
MCGOEY &  
MC EACHIN, LLC

William P. Gibbens  
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February 13, 2023

**BY HAND**

The Honorable Michael B. North  
United States District Court  
Eastern District of Louisiana  
500 Poydras Street, Room B407  
New Orleans, LA 70130

Re: *Franatovich v. Allied Trust Ins. Co.,*  
EDLA, No. 22-2552 c/w 22-4927

**EX PARTE, IN CAMERA**

Dear Judge North:

On behalf of McClenney, Moseley & Associates, William Huye, and Zach Moseley and pursuant to the Court's order for an *in camera* review of all contracts and agreements between MMA and Velawcity for the past two years that would be applicable to advertising, marketing, or other services related to Hurricane Ida claims, please find enclosed five Marketing Service Agreements between MMA and Velawcity dated December 8, 2021; February 5, 2022; May 2, 2022; May 23, 2022; and August 2, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "WILLIAM P. GIBBENS".

William P. Gibbens

WPG/tlb  
Enclosures

**EXHIBIT**  
**7**



## Marketing Service Agreement

### General Services

This agreement for marketing and administrative services (the "Agreement") is between Velawcity and McCleny Moseley & Associates ("Law Firm"). The marketing and administrative services provided by Velawcity to Law Firm include maintaining a legal advertising network and national advertising campaigns for specific pharmaceutical drug, medical device and/or multi-district litigation cases (collectively "Legal Claims" as listed below). In addition to providing the national advertising services, Velawcity also will perform pre-screening intake administrative services for Law Firm, as Law Firm's agent, based upon Law Firm's written criteria and under Law Firm's supervision, to assess potential claimant eligibility for specific Legal Claims.

Law Firm represents and warrants to Velawcity that Law Firm is authorized to practice law in the jurisdictions where Legal Claims are located and that Law Firm's attorneys are in good standing in all jurisdictions where admitted to practice law.

Velawcity services are compliant with GDPR, CCPA, TCPA, and HIPAA. Velawcity offers group marketing and intake services that are consistent with the ABA Model Rules of Professional Conduct but Law Firm is responsible for confirming their compliance with all Rules. By signing this Agreement Law Firm confirms that it has been advised by Velawcity to consult independent counsel regarding these terms.

Law Firm understands and agrees that Velawcity ethically cannot enter into attorney/client fee agreements for Law Firm, but Velawcity will, as an independent contractor and agent for Law Firm, provide potential claimants who meet Law Firm's prescreening eligibility criteria with Law Firm's proposed fee agreement, HIPAA authorization for release of medical records and Hitech Letter.

### Marketing Services

Velawcity shall provide advertising and marketing services for the Legal Claims listed below for the Designated Marketing Areas ("DMAs"). Such marketing and advertising services may include, but are not limited to: Social Media, Pay-Per-Click, Display, Digital Audio, Digital Video, Radio and Television. Advertisements will run for a period of time reasonably necessary to complete the agreed upon number of potential client leads, as referenced below.

All marketing for the designated Legal Claims in the DMAs shall include a Direct Inward Dialing numbers and/or online form submission to direct inquiries to Velawcity. Velawcity, as Law Firm's independent contractor and agent, shall provide the Intake Services listed below for those inquiries generated by the marketing services. Inquiries enter Velawcity Lead Management System and become assigned to Law Firm in round robin format. Velawcity may be retained by other law firms to advertise for potential client leads for the same Legal Claims and Law Firm understands that inquiries will be assigned on a rotation among all law firms seeking clients for that claim, until each law firm's initial order is satisfied. Law Firm is responsible for review of all marketing and advertising provided by Velawcity to confirm the material's compliance with Law Firm's ethical obligations in relevant states.

Velawcity's online and other marketing information are intended to comply with the ABA Model Rules of Professional Conduct for notice to website visitors that the website is intended to provide information about possible legal claims, direct links for potential clients to consult with Law Firm, and information about the law firms that use the site for marketing and intake services. Website visitors that elect to complete an online form shall be warned that submitting such forms does not create an attorney/client relationship but that the information they transmit to Velawcity shall be treated as confidential and privileged because of the sender's reasonable expectation of possibly retaining Law Firm to provide them with legal representation.

### **Intake Services**

Velawcity, in consultation with Law Firm, will use specific intake scripts and survey questions for each Legal Claim, based upon the intake criteria required by Law Firm. The intake pre-screening administrative services provided by Velawcity will be pursuant to the Law Firm's supervision and direction. Inquiries that do not meet Law Firm's prescreening intake criteria for a specific Legal Claim may be declined on behalf of Law Firm by Velawcity. Legal Claim specific intake criteria may include, for example, parameters regarding proof of injury, proof of use, and usage dates.

Upon Velawcity's pre-screening intake review of a potential client's eligibility, Velawcity will transmit to Law Firm, with potential client's consent, the potential client's contact information, fee agreement and HIPAA release either by direct posting through established secure connection with Law Firm system or email. Direct posting is HIPAA compliant and recommended by Velawcity. Law Firm agrees to indemnify Velawcity from any and all liability associated with email delivery. Again, Velawcity is an agent of Law Firm for purposes of the intake prescreening of potential clients but cannot enter into fee agreements with potential clients.

Law Firm shall, in accordance with the rules of Professional Conduct applicable to the venue for that specific Legal Claim, enter into the attorney/client fee agreement directly with the clients that Law Firm elects to represent, after Law Firm checks for conflicts of interest and consults with the prospective clients. Velawcity may, at Law Firm's request, provide prescreened potential clients with Law Firm's fee agreement but no attorney-client relationship is formed until Law Firm agrees to represent the potential client.

### **Schedule**

Law Firm agrees to pay Velawcity to prescreen and perform intake services and marketing for a specific number of prescreened prospective clients for the Legal Claim listed below in the Order Summary. Velawcity will keep Law Firms informed about the status of Law Firm's prospective client intake statistics on a daily basis through Velawcity's dashboard ("Dashboard") platform. Law Firm will be assigned unique login credentials to access this Dashboard at their convenience. Velawcity cannot guarantee a specific number of prospective client intakes for Law Firm within a specific time period because of several market variables, such as marketing economics, litigation developments, and prospective client variables beyond Velawcity's control.

### **Fees**

Law Firm agrees to pre-pay Velawcity a Fixed Rate of \$3,000.00 for each prescreened potential client reviewed for Law Firm and delivered to Law Firm. Velawcity only accepts Automated Clearing House (ACH) or Direct Wire Transfer payment methods. Velawcity will not begin marketing or administrative services until

money has been received. In the event Law Firm must use a credit card, Law Firm will be subject to a three-percent (3%) convenience charge.

### **Reporting**

The Dashboard enables Law Firm to access Legal Claim key performance indicators, such as total investment, total potential clients delivered, geographical breakdown, and total claimants undergoing Intake Services. Any and all data within this Dashboard platform should be verified by Law Firm with Velawcity employees before making any material business or legal decisions.

### **Medical Records**

Velawcity does not provide medical record retrieval services. Prospective client intake is performed for Law Firm based upon the intake criteria Law Firm provides to Velawcity. Velawcity does not perform additional investigative services beyond the pre-screening intake questioning mutually agreed upon by Law Firm and Velawcity. Law Firm is responsible for performing legal services, including medical records retrieval, once Law Firm elects to represent a client. Law Firm understands that prospective clients may provide Velawcity with inaccurate information. Any discrepancies provided to Velawcity by prospective clients are considered part of the natural fall off rate associated with marketing campaigns. Moreover, only Law Firm can determine which prospective clients it is willing to represent – Velawcity cannot make that decision for Law Firm and Velawcity does not provide legal advice or recommendations to prospective clients. Velawcity's communications with prospective clients will be limited to informing the prospective clients of the name and contact information for Law Firm and following the intake script mutually agreed upon by Law Firm for that specific Legal Claim. All inquiries that satisfy Law Firm's intake criteria will be communicated to Law Firm.

### **Excess Delivery**

Velawcity may over-deliver by ten-percent (10%) of the MSA. This is the result of conversion latency and generating a surplus of leads to ensure Velawcity completes Law Firm's initial agreed upon payment for marketing and intake services. Law Firm will be charged and agrees to pay for up to ten-percent (10%) over the original marketing and intake price quoted for prospective client intakes.

### **Replacement Policy**

Velawcity has a strict seven (7) day replacement policy for prospective clients sent to Law Firm whose statements do not match Law Firm's intake criteria mutually agreed upon in the MSA. The seven (7) day replacement window begins upon delivery of prospective client information to Law Firm. Velawcity does not replace prospective clients who Law Firm is unable to contact. This is considered part of the natural fall off rate associated with marketing campaigns.

### **Refunds**

Law Firm may request a refund from Velawcity upon written notice to Velawcity of a material change in Legal Claim litigation that could terminate the Legal Claim, significantly limit liability/damages, or other material changes that warrant terminating further marketing for specific Legal Claims (such as Summary Judgment or Daubert rulings).

Upon Law Firm's written request, Velawcity will cease marketing services as soon as reasonably possible. Velawcity will complete intake services for potential clients assigned to Law Firm in the Velawcity system for

a period of thirty (30) days. Law Firm agrees to accept and pay for all potential clients that meet the mutually agreed upon intake criteria by Law Firm and Velawcity. Velawcity will then reconcile with Law Firm to determine outstanding balance of prospective clients, according to this MSA. Velawcity will initiate refund, if any, to Law Firm within (7) days from the conclusion of the thirty (30) day intake service. For purposes of clarification, Law Firm will receive a refund within (37) days of Law Firm's written request for refund.

Law Firm understands that it is paying Velawcity for a marketing campaign and intake services based upon the then-current anticipated Legal Claim case size. Velawcity does not issue refunds upon settlement deadline announcements or rumors. The standard Refund policy above applies. Law Firm agrees to keep Velawcity promptly informed of the status of all Legal Claims for which Velawcity is providing marketing and intake services.

#### **Confidentiality**

Velawcity agrees to keep all communications regarding current and future Law Firm marketing campaign(s) confidential. This does not include publicly available information or information Velawcity has learned privately elsewhere. All records regarding Law Firm's intake criteria, scripts and prospective client intake information shall remain confidential as Velawcity serves as an independent contractor to Law Firm performing both marketing and administrative intake services. Consistent with the ABA Model Rules of Professional Conduct 1.6 and 1.18 all prospective client information in Velawcity's possession shall remain confidential. Law Firm shall maintain confidentiality of all information about the services provided by Velawcity, including but not limited to Velawcity's methods and business model, proprietary information, and pricing structure.

Velawcity will use reasonable measures to safeguard and maintain the confidentiality of information obtained for Law Firm from prospective clients. Intake forms, telephone calls, Law Firm checklists for intake criteria, scripts, and internal Velawcity notes regarding communications with prospective clients will be treated as confidential and attorney/client privileged and/or work product protected information. Law Firm understands and agrees that it is retaining Velawcity as an agent to perform intake prescreening of prospective clients and as such Velawcity shall treat all information about or from prospective clients as governed by Rules of Professional Conduct 1.6 and 1.18.

Velawcity shall not disclose to third parties any information related to Law Firm's prospective clients or Law Firm's intake criteria and scripts except as required or permitted by the Rules of Professional Conduct, by final court order, or by consent of Law Firm. Velawcity shall provide Law Firm with notice of any request for such information prior to responding to such requests, whether the request is by letter, motion, subpoena, or court order.

#### **No Guarantee**

Velawcity does not guarantee any specific results from the marketing and intake services provided to Law Firm.

#### **Non-Advisory**

Velawcity is an independent Legal Advertising Network and intake agent for Law Firm. Velawcity is not an advisor and cannot and will not give legal advice to Law Firm or Law Firm's prospective clients. Velawcity

encourages Law Firms to consult their own counsel prior to entering into this Agreement to confirm compliance with the Rules of Professional Conduct and other law Velawcity cannot guarantee and Law Firm understands that Velawcity is not making any representation regarding whether the proprietary information Law Firm provides to Velawcity regarding litigation strategy, intake criteria for prospective clients, and scripts will be deemed protected as attorney work-product and proprietary information.

### **Arbitration of Future Disputes**

Any future controversies, claims, or disputes between the parties arising out of or related in any way to the subject matters covered by this Agreement, including, without limitation, claims that this Agreement has been breached, shall be submitted to final, binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in the State of Arizona. Each party understands and agrees that such party is knowingly and voluntarily waiving all rights to have such controversies, claims or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such party to a jury trial.

All arbitration procedures commenced pursuant to this Agreement shall be commenced within the time period provided for by the legally recognized statute of limitations applicable to the claim being asserted. No applicable limitations period shall be deemed shortened or extended by this Agreement.

The arbitrator shall have the power to award any party any relief available to such party under applicable law, but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction.

All costs of the arbitration charged by the American Arbitration Association and the arbitrator shall be split equally by the parties. However, the successful party shall be entitled to recover its half of the arbitration costs paid. Additionally, if action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

### **Amendments**

No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

### **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## Order Summary

**Legal Claim:** Storm Damage

**DMAs:** Nationwide

**Total Prescreened Clients:** 1,000

**Prescreened Client Cost:** \$3,000

**Total Balance Due:** \$3,000,000

## Signatures

**Client**

Zach Moseley

**Full Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

zach@mma-pllc.com

**Email:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_ December 9, 2021

**Signature:** \_\_\_\_\_

*Zach Moseley*

**Velawcity**

**Full Name:** Shane Radford

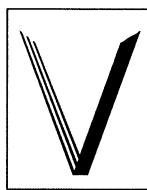
**Title:** Senior Vice President of Operations

**Email:** shane@velawcity.net

**Date Signed:** \_\_\_\_\_ December 8, 2021

**Signature:** \_\_\_\_\_

*Shane Radford*



## Marketing Service Agreement

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Law Firm represents and warrants to Velawcity that Law Firm is authorized to practice law in the jurisdictions where Legal Claims are located and that Law Firm's attorneys are in good standing in all jurisdictions where admitted to practice law.

Velawcity services are compliant with GDPR, CCPA, TCPA, and HIPAA. Velawcity offers group marketing and intake services that are consistent with the ABA Model Rules of Professional Conduct but Law Firm is responsible for confirming their compliance with all Rules. By signing this Agreement Law Firm confirms that it has been advised by Velawcity to consult independent counsel regarding these terms.

Law Firm understands and agrees that Velawcity ethically cannot enter into attorney/client fee agreements for Law Firm, but Velawcity will, as an independent contractor and agent for Law Firm, provide potential claimants who meet Law Firm's prescreening eligibility criteria with Law Firm's proposed fee agreement, HIPAA authorization for release of medical records and Hitech Letter.

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### **Replacement Policy**

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a period of thirty (30) days. Law Firm agrees to accept and pay for all potential clients that meet the mutually agreed upon intake criteria by Law Firm and Velawcity. Velawcity will then reconcile with Law Firm to determine outstanding balance of prospective clients, according to this MSA. Velawcity will initiate refund, if any, to Law Firm within (7) days from the conclusion of the thirty (30) day intake service. For purposes of clarification, Law Firm will receive a refund within (37) days of Law Firm's written request for refund.

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encourages Law Firms to consult their own counsel prior to entering into this Agreement to confirm compliance with the Rules of Professional Conduct and other law Velawcity cannot guarantee and Law Firm understands that Velawcity is not making any representation regarding whether the proprietary information Law Firm provides to Velawcity regarding litigation strategy, intake criteria for prospective clients, and scripts will be deemed protected as attorney work-product and proprietary information.

### **Arbitration of Future Disputes**

Any future controversies, claims, or disputes between the parties arising out of or related in any way to the subject matters covered by this Agreement, including, without limitation, claims that this Agreement has been breached, shall be submitted to final, binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in the State of Arizona. Each party understands and agrees that such party is knowingly and voluntarily waiving all rights to have such controversies, claims or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such party to a jury trial.

All arbitration procedures commenced pursuant to this Agreement shall be commenced within the time period provided for by the legally recognized statute of limitations applicable to the claim being asserted. No applicable limitations period shall be deemed shortened or extended by this Agreement.

The arbitrator shall have the power to award any party any relief available to such party under applicable law, but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction.

All costs of the arbitration charged by the American Arbitration Association and the arbitrator shall be split equally by the parties. However, the successful party shall be entitled to recover its half of the arbitration costs paid. Additionally, if action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

### **Amendments**

No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

### **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## Order Summary

**Legal Claim:** Storm Damage

**DMAs:** Nationwide

**Total Prescreened Clients:** 1,000

**Prescreened Client Cost:** \$3,000

**Total Balance Due:** \$3,000,000

## Signatures

### Client

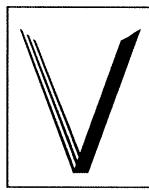
Full Name: \_\_\_\_\_  
Zach Moseley  
Title: \_\_\_\_\_  
Daddy  
Email: \_\_\_\_\_  
zach@mma-pllc.com  
Date Signed: \_\_\_\_\_  
February 5, 2022

Signature: \_\_\_\_\_  


### Velawcity

Full Name: \_\_\_\_\_  
Shane Radford  
Title: Senior Vice President of Operations  
Email: shane@velawcity.net  
Date Signed: \_\_\_\_\_  
February 5, 2022

Signature: \_\_\_\_\_  

## Marketing Service Agreement

### General Services

This agreement for marketing and administrative services (the "Agreement") is between Tort Network, LLC "Velawcity" and McClenney Moseley & Associates ("Law Firm"). Agreement Number: VL-MSA-202204-2227. The marketing and administrative services provided by Velawcity to Law Firm include maintaining a legal advertising network and national advertising campaigns for specific pharmaceutical drug, medical device and/or multi-district litigation cases (collectively "Legal Claims" as listed below). In addition to providing the national advertising services, Velawcity also will perform pre-screening intake administrative services for Law Firm, as Law Firm's agent, based upon Law Firm's written criteria and under Law Firm's supervision, to assess potential claimant eligibility for specific Legal Claims.

Law Firm represents and warrants to Velawcity that Law Firm is authorized to practice law in the jurisdictions where Legal Claims are located and that Law Firm's attorneys are in good standing in all jurisdictions where admitted to practice law.

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Velawcity shall provide advertising and marketing services for the Legal Claims listed below for the Designated Marketing Areas ("DMAs"). Such marketing and advertising services may include, but are not limited to: Social Media, Pay-Per-Click, Display, Digital Audio, Digital Video, Radio and Television. Advertisements will run for a period of time reasonably necessary to complete the agreed upon number of potential client leads, as referenced below.

All marketing for the designated Legal Claims in the DMAs shall include a Direct Inward Dialing numbers and/or online form submission to direct inquiries to Velawcity. Velawcity, as Law Firm's independent contractor and agent, shall provide the Intake Services listed below for those inquiries generated by the marketing services. Inquiries enter Velawcity Lead Management System and become assigned to Law Firm in round robin format. Velawcity may be retained by other law firms to advertise for potential client leads for the same Legal Claims and Law Firm understands that inquiries will be assigned on a rotation among all law firms seeking clients for that claim, until each law firm's initial order is satisfied. Law Firm is responsible for review of all marketing and advertising provided by Velawcity to confirm the material's compliance with Law Firm's ethical obligations in relevant states.

Velawcity's online and other marketing information are intended to comply with the ABA Model Rules of Professional Conduct for notice to website visitors that the website is intended to provide information about possible legal claims, direct links for potential clients to consult with Law Firm, and information about the law firms that use the site for marketing and intake services. Website visitors that elect to complete an online form shall be warned that submitting such forms does not create an attorney/client relationship but that the information they transmit to Velawcity shall be treated as confidential and privileged because of the sender's reasonable expectation of possibly retaining Law Firm to provide them with legal representation.

#### **Intake Services**

Velawcity, in consultation with Law Firm, will use specific intake scripts and survey questions for each Legal Claim, based upon the intake criteria required by Law Firm. The intake pre-screening administrative services provided by Velawcity will be pursuant to the Law Firm's supervision and direction. Inquiries that do not meet Law Firm's prescreening intake criteria for a specific Legal Claim may be declined on behalf of Law Firm by Velawcity. Legal Claim specific intake criteria may include, for example, parameters regarding proof of injury, proof of use, and usage dates.

Upon Velawcity's pre-screening intake review of a potential client's eligibility, Velawcity will transmit to Law Firm, with potential client's consent, the potential client's contact information, fee agreement and HIPAA release either by direct posting through established secure connection with Law Firm system or email. Direct posting is HIPAA compliant and recommended by Velawcity. Law Firm agrees to indemnify Velawcity from any and all liability associated with email delivery. Again, Velawcity is an agent of Law Firm for purposes of the intake prescreening of potential clients but cannot enter into fee agreements with potential clients.

Law Firm shall, in accordance with the rules of Professional Conduct applicable to the venue for that specific Legal Claim, enter into the attorney/client fee agreement directly with the clients that Law Firm elects to represent, after Law Firm checks for conflicts of interest and consults with the prospective clients. Velawcity may, at Law Firm's request, provide prescreened potential clients with Law Firm's fee agreement but no attorney-client relationship is formed until Law Firm agrees to represent the potential client.

#### **Schedule**

Law Firm agrees to pay Velawcity to prescreen and perform intake services and marketing for a specific number of prescreened prospective clients for the Legal Claim listed below in the Order Summary. Velawcity cannot guarantee a specific number of prospective client intakes for Law Firm within a specific time-period because of several market variables, such as marketing economics, litigation developments, and prospective client variables beyond Velawcity's control.

#### **Fees**

Law Firm agrees to pre-pay Velawcity a Fixed Rate of \$3,500.00 for each prescreened potential client reviewed for Law Firm and delivered to Law Firm. Velawcity only accepts Automated Clearing House (ACH) or Direct Wire Transfer payment methods. Velawcity will not begin marketing or administrative services until money has been received.

#### **Proposal Expiration Date**

Law Firm understands that by submission of a proposal, Velawcity agrees that this Agreement, and quoted price, shall remain effective and eligible for acceptance by Law Firm until the earlier of the execution of this Agreement by Law Firm or ten (10) calendar days after the proposal date: 04/28/2022

### **Medical Records**

Velawcity does not provide medical record retrieval services. Prospective client intake is performed for Law Firm based upon the intake criteria Law Firm provides to Velawcity. Velawcity does not perform additional investigative services beyond the pre-screening intake questioning mutually agreed upon by Law Firm and Velawcity. Law Firm is responsible for performing legal services, including medical records retrieval, once Law Firm elects to represent a client. Law Firm understands that prospective clients may provide Velawcity with inaccurate information. Any discrepancies provided to Velawcity by prospective clients are considered part of the natural fall off rate associated with marketing campaigns. Moreover, only Law Firm can determine which prospective clients it is willing to represent – Velawcity cannot make that decision for Law Firm and Velawcity does not provide legal advice or recommendations to prospective clients. Velawcity's communications with prospective clients will be limited to informing the prospective clients of the name and contact information for Law Firm and following the intake script mutually agreed upon by Law Firm for that specific Legal Claim. All inquiries that satisfy Law Firm's intake criteria will be communicated to Law Firm.

### **Excess Delivery**

Velawcity may over-deliver by ten percent (10%) of the MSA agreement and subsequent Re-order agreements in total. This is the result of conversion latency and generating a surplus of leads to ensure Velawcity completes Law Firm's initial agreed upon payment for marketing and intake services. Law Firm will be charged and agrees to pay for up to ten percent (10%) over the original MSA agreement and subsequent Re-order agreement's Total Balance Due amount.

### **Replacement Policy**

Velawcity has a strict seven (7) day, delivery date plus seven (7) calendar days, replacement policy for prospective clients sent to Law Firm whose statements do not match Law Firm's criteria mutually agreed upon in the MSA order summary. The seven (7) day replacement window begins upon delivery of prospective client information to Law Firm. Law Firm's replacement request outside of seven (7) day replacement policy window for prospective client shall be automatically rejected. Velawcity does not replace prospective clients who Law Firm is unable to contact. This is considered part of the natural fall off rate associated with marketing campaigns.

In the event of a prospective client replacement by Law Firm's request, or if Velawcity identifies an incorrectly signed prospective client per the MSA order summary, Law Firm shall provide Velawcity a disengagement letter recognizing that Law Firm no longer legally represents the prospective client.

### **Refunds**

Law Firm may request a refund from Velawcity upon written notice via email to Velawcity of a material change in Legal Claim litigation that could terminate the Legal Claim, significantly limit liability/damages, or other material changes that warrant terminating further marketing for specific Legal Claims (such as Summary Judgment or Daubert rulings).

Upon Law Firm's written request, Velawcity will cease marketing services as soon as reasonably possible. Velawcity will complete intake services for potential clients assigned to Law Firm in the Velawcity system for a period of thirty (30) days. Law Firm agrees to accept and pay for all potential clients that meet the mutually agreed upon intake criteria by Law Firm and Velawcity. Velawcity will then reconcile with Law Firm to determine outstanding balance of prospective clients, according to this MSA. Velawcity will initiate refund, if any, to Law Firm within (7) days from the conclusion of the thirty (30) day intake service. For purposes of clarification, Law Firm will receive a refund within (37) days of Law Firm's written request for refund.

Law Firm understands that it is paying Velawcity for a marketing campaign and intake services based upon the then-current anticipated Legal Claim case size. Velawcity does not issue refunds upon settlement deadline announcements or rumors. The standard Refund policy above applies. Law Firm agrees to keep Velawcity promptly informed of the status of all Legal Claims for which Velawcity is providing marketing and intake services.

#### **Confidentiality**

Velawcity agrees to keep all communications regarding current and future Law Firm marketing campaign(s) confidential. This does not include publicly available information or information Velawcity has learned privately elsewhere. All records regarding Law Firm's intake criteria, scripts and prospective client intake information shall remain confidential as Velawcity serves as an independent contractor to Law Firm performing both marketing and administrative intake services. Consistent with the ABA Model Rules of Professional Conduct 1.6 and 1.18 all prospective client information in Velawcity's possession shall remain confidential. Law Firm shall maintain confidentiality of all information about the services provided by Velawcity, including but not limited to Velawcity's methods and business model, proprietary information, and pricing structure.

Velawcity will use reasonable measures to safeguard and maintain the confidentiality of information obtained for Law Firm from prospective clients. Intake forms, telephone calls, Law Firm checklists for intake criteria, scripts, and internal Velawcity notes regarding communications with prospective clients will be treated as confidential and attorney/client privileged and/or work product protected information. Law Firm understands and agrees that it is retaining Velawcity as an agent to perform intake prescreening of prospective clients and as such Velawcity shall treat all information about or from prospective clients as governed by Rules of Professional Conduct 1.6 and 1.18.

Velawcity shall not disclose to third parties any information related to Law Firm's prospective clients or Law Firm's intake criteria and scripts except as required or permitted by the Rules of Professional Conduct, by final court order, or by consent of Law Firm. Velawcity shall provide Law Firm with notice of any request for such information prior to responding to such requests, whether the request is by letter, motion, subpoena, or court order.

#### **No Guarantee**

Velawcity does not guarantee any specific results from the marketing and intake services provided to Law Firm.

### **Non-Advisory**

Velawcity is an independent Legal Advertising Network and intake agent for Law Firm. Velawcity is not an advisor and cannot and will not give legal advice to Law Firm or Law Firm's prospective clients. Velawcity encourages Law Firms to consult their own counsel prior to entering into this Agreement to confirm compliance with the Rules of Professional Conduct and other law Velawcity cannot guarantee and Law Firm understands that Velawcity is not making any representation regarding whether the proprietary information Law Firm provides to Velawcity regarding litigation strategy, intake criteria for prospective clients, and scripts will be deemed protected as attorney work-product and proprietary information.

### **Arbitration of Future Disputes**

Any future controversies, claims, or disputes between the parties arising out of or related in any way to the subject matters covered by this Agreement, including, without limitation, claims that this Agreement has been breached, shall be submitted to final, binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in the State of Arizona. Each party understands and agrees that such party is knowingly and voluntarily waiving all rights to have such controversies, claims or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such party to a jury trial.

All arbitration procedures commenced pursuant to this Agreement shall be commenced within the time period provided for by the legally recognized statute of limitations applicable to the claim being asserted. No applicable limitations period shall be deemed shortened or extended by this Agreement.

The arbitrator shall have the power to award any party any relief available to such party under applicable law, but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction.

All costs of the arbitration charged by the American Arbitration Association and the arbitrator shall be split equally by the parties. However, the successful party shall be entitled to recover its half of the arbitration costs paid. Additionally, if action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

### **Amendments**

No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

### **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### Order Summary

Agreement Number:	VL-MSA-202204-2227
Law Firm:	McClenney, Moseley, & Associates
Legal Claim:	Storm Damage
DMA's:	Nationwide
Total Prescreened Clients:	268
Prescreened Client Cost: \$	\$3,500.00
Total Balance Due: \$	\$938,000.00
Criteria:	Standard Storm Damage

**Authorization**

Agreement Number:

Approved by: McClenney, Moseley, & Associates		Approved by: Velawcity	
Full Name:	Zach Moseley	Full Name:	Shane Radford
Title:	Owner	Title:	Senior Vice President
Email:	zach@mma-pllc.com	Email:	shane@velawcity.net
Date Signed:	May 2, 2022	Date Signed:	May 2, 2022
Signature:		Signature:	



## Marketing Service Agreement

### General Services

This agreement for marketing and administrative services (the "Agreement") is between Tort Network, LLC "Velawcity" and McClenney Moseley & Associates ("Law Firm"). Agreement Number: VL-MSA-202205-2355. The marketing and administrative services provided by Velawcity to Law Firm include maintaining a legal advertising network and national advertising campaigns for specific pharmaceutical drug, medical device and/or multi-district litigation cases (collectively "Legal Claims" as listed below). In addition to providing the national advertising services, Velawcity also will perform pre-screening intake administrative services for Law Firm, as Law Firm's agent, based upon Law Firm's written criteria and under Law Firm's supervision, to assess potential claimant eligibility for specific Legal Claims.

Law Firm represents and warrants to Velawcity that Law Firm is authorized to practice law in the jurisdictions where Legal Claims are located and that Law Firm's attorneys are in good standing in all jurisdictions where admitted to practice law.

Velawcity services are compliant with GDPR, CCPA, TCPA, and HIPAA. Velawcity offers group marketing and intake services that are consistent with the ABA Model Rules of Professional Conduct, but Law Firm is responsible for confirming their compliance with all Rules. By signing this Agreement Law Firm confirms that it has been advised by Velawcity to consult independent counsel regarding these terms.

Law Firm understands and agrees that Velawcity ethically cannot enter into attorney/client fee agreements for Law Firm, but Velawcity will, as an independent contractor and agent for Law Firm, provide potential claimants who meet Law Firm's prescreening eligibility criteria with Law Firm's proposed fee agreement, HIPAA authorization for release of medical records and Hitech Letter.

### Marketing Services

Velawcity shall provide advertising and marketing services for the Legal Claims listed below for the Designated Marketing Areas ("DMAs"). Such marketing and advertising services may include, but are not limited to: Social Media, Pay-Per-Click, Display, Digital Audio, Digital Video, Radio and Television. Advertisements will run for a period of time reasonably necessary to complete the agreed upon number of potential client leads, as referenced below.

All marketing for the designated Legal Claims in the DMAs shall include a Direct Inward Dialing numbers and/or online form submission to direct inquiries to Velawcity. Velawcity, as Law Firm's independent contractor and agent, shall provide the Intake Services listed below for those inquiries generated by the marketing services. Inquiries enter Velawcity Lead Management System and become assigned to Law Firm in round robin format. Velawcity may be retained by other law firms to advertise for potential client leads for the same Legal Claims and Law Firm understands that inquiries will be assigned on a rotation among all law firms seeking clients for that claim, until each law firm's initial order is satisfied. Law Firm is responsible for review of all marketing and advertising provided by Velawcity to confirm the material's compliance with Law Firm's ethical obligations in relevant states.

Velawcity's online and other marketing information are intended to comply with the ABA Model Rules of Professional Conduct for notice to website visitors that the website is intended to provide information about possible legal claims, direct links for potential clients to consult with Law Firm, and information about the law firms that use the site for marketing and intake services. Website visitors that elect to complete an online form shall be warned that submitting such forms does not create an attorney/client relationship but that the information they transmit to Velawcity shall be treated as confidential and privileged because of the sender's reasonable expectation of possibly retaining Law Firm to provide them with legal representation.

### **Intake Services**

Velawcity, in consultation with Law Firm, will use specific intake scripts and survey questions for each Legal Claim, based upon the intake criteria required by Law Firm. The intake pre-screening administrative services provided by Velawcity will be pursuant to the Law Firm's supervision and direction. Inquiries that do not meet Law Firm's prescreening intake criteria for a specific Legal Claim may be declined on behalf of Law Firm by Velawcity. Legal Claim specific intake criteria may include, for example, parameters regarding proof of injury, proof of use, and usage dates.

Upon Velawcity's pre-screening intake review of a potential client's eligibility, Velawcity will transmit to Law Firm, with potential client's consent, the potential client's contact information, fee agreement and HIPAA release either by direct posting through established secure connection with Law Firm system or email. Direct posting is HIPAA compliant and recommended by Velawcity. Law Firm agrees to indemnify Velawcity from any and all liability associated with email delivery. Again, Velawcity is an agent of Law Firm for purposes of the intake prescreening of potential clients but cannot enter into fee agreements with potential clients.

Law Firm shall, in accordance with the rules of Professional Conduct applicable to the venue for that specific Legal Claim, enter into the attorney/client fee agreement directly with the clients that Law Firm elects to represent, after Law Firm checks for conflicts of interest and consults with the prospective clients. Velawcity may, at Law Firm's request, provide prescreened potential clients with Law Firm's fee agreement but no attorney-client relationship is formed until Law Firm agrees to represent the potential client.

### **Schedule**

Law Firm agrees to pay Velawcity to prescreen and perform intake services and marketing for a specific number of prescreened prospective clients for the Legal Claim listed below in the Order Summary. Velawcity cannot guarantee a specific number of prospective client intakes for Law Firm within a specific time-period because of several market variables, such as marketing economics, litigation developments, and prospective client variables beyond Velawcity's control.

### **Fees**

Law Firm agrees to pre-pay Velawcity a Fixed Rate of \$3,500.00 for each prescreened potential client reviewed for Law Firm and delivered to Law Firm. Velawcity only accepts Automated Clearing House (ACH) or Direct Wire Transfer payment methods. Velawcity will not begin marketing or administrative services until money has been received.

### **Proposal Expiration Date**

Law Firm understands that by submission of a proposal, Velawcity agrees that this Agreement, and quoted price, shall remain effective and eligible for acceptance by Law Firm until the earlier of the execution of this Agreement by Law Firm or ten (10) calendar days after the proposal date: 05/20/2022

### **Medical Records**

Velawcity does not provide medical record retrieval services. Prospective client intake is performed for Law Firm based upon the intake criteria Law Firm provides to Velawcity. Velawcity does not perform additional investigative services beyond the pre-screening intake questioning mutually agreed upon by Law Firm and Velawcity. Law Firm is responsible for performing legal services, including medical records retrieval, once Law Firm elects to represent a client. Law Firm understands that prospective clients may provide Velawcity with inaccurate information. Any discrepancies provided to Velawcity by prospective clients are considered part of the natural fall off rate associated with marketing campaigns. Moreover, only Law Firm can determine which prospective clients it is willing to represent – Velawcity cannot make that decision for Law Firm and Velawcity does not provide legal advice or recommendations to prospective clients. Velawcity's communications with prospective clients will be limited to informing the prospective clients of the name and contact information for Law Firm and following the intake script mutually agreed upon by Law Firm for that specific Legal Claim. All inquiries that satisfy Law Firm's intake criteria will be communicated to Law Firm.

### **Excess Delivery**

Velawcity may over-deliver by ten percent (10%) of the MSA agreement and subsequent Re-order agreements in total. This is the result of conversion latency and generating a surplus of leads to ensure Velawcity completes Law Firm's initial agreed upon payment for marketing and intake services. Law Firm will be charged and agrees to pay for up to ten percent (10%) over the original MSA agreement and subsequent Re-order agreement's Total Balance Due amount.

### **Replacement Policy**

Velawcity has a strict seven (7) day, delivery date plus seven (7) calendar days, replacement policy for prospective clients sent to Law Firm whose statements do not match Law Firm's criteria mutually agreed upon in the MSA order summary. The seven (7) day replacement window begins upon delivery of prospective client information to Law Firm. Law Firm's replacement request outside of seven (7) day replacement policy window for prospective client shall be automatically rejected. Velawcity does not replace prospective clients who Law Firm is unable to contact. This is considered part of the natural fall off rate associated with marketing campaigns.

In the event of a prospective client replacement by Law Firm's request, or if Velawcity identifies an incorrectly signed prospective client per the MSA order summary, Law Firm shall provide Velawcity a disengagement letter recognizing that Law Firm no longer legally represents the prospective client.

### **Refunds**

Law Firm may request a refund from Velawcity upon written notice via email to Velawcity of a material change in Legal Claim litigation that could terminate the Legal Claim, significantly limit liability/damages, or other material changes that warrant terminating further marketing for specific Legal Claims (such as Summary Judgment or Daubert rulings).

Upon Law Firm's written request, Velawcity will cease marketing services as soon as reasonably possible. Velawcity will complete intake services for potential clients assigned to Law Firm in the Velawcity system for a period of thirty (30) days. Law Firm agrees to accept and pay for all potential clients that meet the mutually agreed upon intake criteria by Law Firm and Velawcity. Velawcity will then reconcile with Law Firm to determine outstanding balance of prospective clients, according to this MSA. Velawcity will initiate refund, if any, to Law Firm within (7) days from the conclusion of the thirty (30) day intake service. For purposes of clarification, Law Firm will receive a refund within (37) days of Law Firm's written request for refund.

Law Firm understands that it is paying Velawcity for a marketing campaign and intake services based upon the then-current anticipated Legal Claim case size. Velawcity does not issue refunds upon settlement deadline announcements or rumors. The standard Refund policy above applies. Law Firm agrees to keep Velawcity promptly informed of the status of all Legal Claims for which Velawcity is providing marketing and intake services.

#### **Confidentiality**

Velawcity agrees to keep all communications regarding current and future Law Firm marketing campaign(s) confidential. This does not include publicly available information or information Velawcity has learned privately elsewhere. All records regarding Law Firm's intake criteria, scripts and prospective client intake information shall remain confidential as Velawcity serves as an independent contractor to Law Firm performing both marketing and administrative intake services. Consistent with the ABA Model Rules of Professional Conduct 1.6 and 1.18 all prospective client information in Velawcity's possession shall remain confidential. Law Firm shall maintain confidentiality of all information about the services provided by Velawcity, including but not limited to Velawcity's methods and business model, proprietary information, and pricing structure.

Velawcity will use reasonable measures to safeguard and maintain the confidentiality of information obtained for Law Firm from prospective clients. Intake forms, telephone calls, Law Firm checklists for intake criteria, scripts, and internal Velawcity notes regarding communications with prospective clients will be treated as confidential and attorney/client privileged and/or work product protected information. Law Firm understands and agrees that it is retaining Velawcity as an agent to perform intake prescreening of prospective clients and as such Velawcity shall treat all information about or from prospective clients as governed by Rules of Professional Conduct 1.6 and 1.18.

Velawcity shall not disclose to third parties any information related to Law Firm's prospective clients or Law Firm's intake criteria and scripts except as required or permitted by the Rules of Professional Conduct, by final court order, or by consent of Law Firm. Velawcity shall provide Law Firm with notice of any request for such information prior to responding to such requests, whether the request is by letter, motion, subpoena, or court order.

#### **No Guarantee**

Velawcity does not guarantee any specific results from the marketing and intake services provided to Law Firm.

### **Non-Advisory**

Velawcity is an independent Legal Advertising Network and intake agent for Law Firm. Velawcity is not an advisor and cannot and will not give legal advice to Law Firm or Law Firm's prospective clients. Velawcity encourages Law Firms to consult their own counsel prior to entering into this Agreement to confirm compliance with the Rules of Professional Conduct and other law Velawcity cannot guarantee and Law Firm understands that Velawcity is not making any representation regarding whether the proprietary information Law Firm provides to Velawcity regarding litigation strategy, intake criteria for prospective clients, and scripts will be deemed protected as attorney work-product and proprietary information.

### **Arbitration of Future Disputes**

Any future controversies, claims, or disputes between the parties arising out of or related in any way to the subject matters covered by this Agreement, including, without limitation, claims that this Agreement has been breached, shall be submitted to final, binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in the State of Arizona. Each party understands and agrees that such party is knowingly and voluntarily waiving all rights to have such controversies, claims or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such party to a jury trial.

All arbitration procedures commenced pursuant to this Agreement shall be commenced within the time period provided for by the legally recognized statute of limitations applicable to the claim being asserted. No applicable limitations period shall be deemed shortened or extended by this Agreement.

The arbitrator shall have the power to award any party any relief available to such party under applicable law, but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction.

All costs of the arbitration charged by the American Arbitration Association and the arbitrator shall be split equally by the parties. However, the successful party shall be entitled to recover its half of the arbitration costs paid. Additionally, if action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

### **Amendments**

No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

### **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### Order Summary

Agreement Number:	VL-MSA-202205-2355
Law Firm:	McClenney, Moseley, & Associates
Legal Claim:	Storm Damage
DMA's:	Nationwide
Total Prescreened Clients:	1,000
Prescreened Client Cost: \$	\$3,500.00
Total Balance Due: \$	\$3,500,000.00
Criteria:	Standard Storm Damage

**Authorization**

Agreement Number: VL-MSA-202205-2355

Approved by: McClenney, Moseley, & Associates		Approved by: Velawcity	
Full Name:	Zach Moseley	Full Name:	Shane Radford
Title:	Owner	Title:	Senior Vice President
Email:	zach@mma-pllc.com	Email:	shane@velawcity.net
Date Signed:	May 23, 2022	Date Signed:	May 23, 2022
Signature:		Signature:	



## Marketing Service Agreement

### General Services

This agreement for marketing and administrative services (the “Agreement”) is between Tort Network, LLC “Velawcity” and McClenney Moseley & Associates (“Law Firm”). Agreement Number: VL-MSA-202207-2650. The marketing and administrative services provided by Velawcity to Law Firm include maintaining a legal advertising network and national advertising campaigns for specific pharmaceutical drug, medical device and/or multi-district litigation cases (collectively “Legal Claims” as listed below). In addition to providing the national advertising services, Velawcity also will perform pre-screening intake administrative services for Law Firm, as Law Firm’s agent, based upon Law Firm’s written criteria and under Law Firm’s supervision, to assess potential claimant eligibility for specific Legal Claims.

Law Firm represents and warrants to Velawcity that Law Firm is authorized to practice law in the jurisdictions where Legal Claims are located and that Law Firm’s attorneys are in good standing in all jurisdictions where admitted to practice law.

Velawcity services are compliant with GDPR, CCPA, TCPA, and HIPAA. Velawcity offers group marketing and intake services that are consistent with the ABA Model Rules of Professional Conduct, but Law Firm is responsible for confirming their compliance with all Rules. By signing this Agreement Law Firm confirms that it has been advised by Velawcity to consult independent counsel regarding these terms.

Law Firm understands and agrees that Velawcity ethically cannot enter into attorney/client fee agreements for Law Firm, but Velawcity will, as an independent contractor and agent for Law Firm, provide potential claimants who meet Law Firm’s prescreening eligibility criteria with Law Firm’s proposed fee agreement, HIPAA authorization for release of medical records and Hitech Letter.

### Marketing Services

Velawcity shall provide advertising and marketing services for the Legal Claims listed below for the Designated Marketing Areas (“DMAs”). Such marketing and advertising services may include, but are not limited to: Social Media, Pay-Per-Click, Display, Digital Audio, Digital Video, Radio and Television. Advertisements will run for a period of time reasonably necessary to complete the agreed upon number of potential client leads, as referenced below.

All marketing for the designated Legal Claims in the DMAs shall include a Direct Inward Dialing numbers and/or online form submission to direct inquiries to Velawcity. Velawcity, as Law Firm’s independent contractor and agent, shall provide the Intake Services listed below for those inquiries generated by the marketing services. Inquiries enter Velawcity Lead Management System and become assigned to Law Firm in round robin format. Velawcity may be retained by other law firms to advertise for potential client leads for the same Legal Claims and Law Firm understands that inquiries will be assigned on a rotation among all law firms seeking clients for that claim, until each law firm’s initial order is satisfied. Law Firm is responsible for review of all marketing and advertising provided by Velawcity to confirm the material’s compliance with Law Firm’s ethical obligations in relevant states.

Velawcity's online and other marketing information are intended to comply with the ABA Model Rules of Professional Conduct for notice to website visitors that the website is intended to provide information about possible legal claims, direct links for potential clients to consult with Law Firm, and information about the law firms that use the site for marketing and intake services. Website visitors that elect to complete an online form shall be warned that submitting such forms does not create an attorney/client relationship but that the information they transmit to Velawcity shall be treated as confidential and privileged because of the sender's reasonable expectation of possibly retaining Law Firm to provide them with legal representation.

## **Intake Services**

Velawcity, in consultation with Law Firm, will use specific intake scripts and survey questions for each Legal Claim, based upon the intake criteria required by Law Firm. The intake pre-screening administrative services provided by Velawcity will be pursuant to the Law Firm's supervision and direction. Inquiries that do not meet Law Firm's prescreening intake criteria for a specific Legal Claim may be declined on behalf of Law Firm by Velawcity. Legal Claim specific intake criteria may include, for example, parameters regarding proof of injury, proof of use, and usage dates.

Upon Velawcity's pre-screening intake review of a potential client's eligibility, Velawcity will transmit to Law Firm, with potential client's consent, the potential client's contact information, fee agreement and HIPAA release either by direct posting through established secure connection with Law Firm system or email. Direct posting is HIPAA compliant and recommended by Velawcity. Law Firm agrees to indemnify Velawcity from any and all liability associated with email delivery. Again, Velawcity is an agent of Law Firm for purposes of the intake prescreening of potential clients but cannot enter into fee agreements with potential clients.

Law Firm shall, in accordance with the rules of Professional Conduct applicable to the venue for that specific Legal Claim, enter into the attorney/client fee agreement directly with the clients that Law Firm elects to represent, after Law Firm checks for conflicts of interest and consults with the prospective clients. Velawcity may, at Law Firm's request, provide prescreened potential clients with Law Firm's fee agreement but no attorney-client relationship is formed until Law Firm agrees to represent the potential client.

## Schedule

Law Firm agrees to pay Velawcity to prescreen and perform intake services and marketing for a specific number of prescreened prospective clients for the Legal Claim listed below in the Order Summary. Velawcity cannot guarantee a specific number of prospective client intakes for Law Firm within a specific time-period because of several market variables, such as marketing economics, litigation developments, and prospective client variables beyond Velawcity's control.

## Fees

Law Firm agrees to pre-pay Velawcity a Fixed Rate of \$3,500.00 for each prescreened potential client reviewed for Law Firm and delivered to Law Firm. Velawcity only accepts Automated Clearing House (ACH) or Direct Wire Transfer payment methods. Velawcity will not begin marketing or administrative services until money has been received.

## **Proposal Expiration Date**

Law Firm understands that by submission of a proposal, Velawcity agrees that this Agreement, and Flex Pricing, shall remain effective and eligible for acceptance by Law Firm until the earlier of the execution of this Agreement by Law Firm or Seven (7) calendar days after the proposal date: 07/18/2022

### **Medical Records**

Velawcity does not provide medical record retrieval services. Prospective client intake is performed for Law Firm based upon the intake criteria Law Firm provides to Velawcity. Velawcity does not perform additional investigative services beyond the pre-screening intake questioning mutually agreed upon by Law Firm and Velawcity. Law Firm is responsible for performing legal services, including medical records retrieval, once Law Firm elects to represent a client. Law Firm understands that prospective clients may provide Velawcity with inaccurate information. Any discrepancies provided to Velawcity by prospective clients are considered part of the natural fall off rate associated with marketing campaigns. Moreover, only Law Firm can determine which prospective clients it is willing to represent – Velawcity cannot make that decision for Law Firm and Velawcity does not provide legal advice or recommendations to prospective clients. Velawcity's communications with prospective clients will be limited to informing the prospective clients of the name and contact information for Law Firm and following the intake script mutually agreed upon by Law Firm for that specific Legal Claim. All inquiries that satisfy Law Firm's intake criteria will be communicated to Law Firm.

### **Excess Delivery**

Velawcity may over-deliver by twenty percent (20%) of the MSA agreement and subsequent Re-order agreements in total. This is the result of conversion latency and generating a surplus of leads to ensure Velawcity completes Law Firm's initial agreed upon payment for marketing and intake services. Law Firm will be charged and agrees to pay for up to twenty percent (20%) over the original MSA agreement and subsequent Re-order agreement's Total Balance Due amount.

### **Replacement Policy**

Velawcity has a strict seven (7) day, delivery date plus seven (7) calendar days, replacement policy for prospective clients sent to Law Firm whose statements do not match Law Firm's criteria mutually agreed upon in the MSA order summary. The seven (7) day replacement window begins upon delivery of prospective client information to Law Firm. Law Firm's replacement request outside of seven (7) day replacement policy window for prospective client shall be automatically rejected. Velawcity does not replace prospective clients who Law Firm is unable to contact. This is considered part of the natural fall off rate associated with marketing campaigns.

In the event of a prospective client replacement by Law Firm's request, or if Velawcity identifies an incorrectly signed prospective client per the MSA order summary, Law Firm shall provide Velawcity a disengagement letter recognizing that Law Firm no longer legally represents the prospective client.

### **Refunds**

Law Firm may request a refund from Velawcity upon written notice via email to Velawcity of a material change in Legal Claim litigation that could terminate the Legal Claim, significantly limit liability/damages, or other material changes that warrant terminating further marketing for specific Legal Claims (such as Summary Judgment or Daubert rulings).

Upon Law Firm's written request, Velawcity will cease marketing services as soon as reasonably possible. Velawcity will complete intake services for potential clients assigned to Law Firm in the Velawcity system for a period of thirty (30) days. Law Firm agrees to accept and pay for all potential clients that meet the mutually agreed upon intake criteria by Law Firm and Velawcity. Velawcity will then reconcile with Law Firm to determine outstanding balance of prospective clients, according to this MSA. Velawcity will initiate refund, if any, to Law Firm within (7) days from the conclusion of the thirty (30) day intake service. For purposes of clarification, Law Firm will receive a refund within (37) days of Law Firm's written request for refund.

Law Firm understands that it is paying Velawcity for a marketing campaign and intake services based upon the then-current anticipated Legal Claim case size. Velawcity does not issue refunds upon settlement deadline announcements or rumors. The standard Refund policy above applies. Law Firm agrees to keep Velawcity promptly informed of the status of all Legal Claims for which Velawcity is providing marketing and intake services.

#### **Confidentiality**

Velawcity agrees to keep all communications regarding current and future Law Firm marketing campaign(s) confidential. This does not include publicly available information or information Velawcity has learned privately elsewhere. All records regarding Law Firm's intake criteria, scripts and prospective client intake information shall remain confidential as Velawcity serves as an independent contractor to Law Firm performing both marketing and administrative intake services. Consistent with the ABA Model Rules of Professional Conduct 1.6 and 1.18 all prospective client information in Velawcity's possession shall remain confidential. Law Firm shall maintain confidentiality of all information about the services provided by Velawcity, including but not limited to Velawcity's methods and business model, proprietary information, and pricing structure.

Velawcity will use reasonable measures to safeguard and maintain the confidentiality of information obtained for Law Firm from prospective clients. Intake forms, telephone calls, Law Firm checklists for intake criteria, scripts, and internal Velawcity notes regarding communications with prospective clients will be treated as confidential and attorney/client privileged and/or work product protected information. Law Firm understands and agrees that it is retaining Velawcity as an agent to perform intake prescreening of prospective clients and as such Velawcity shall treat all information about or from prospective clients as governed by Rules of Professional Conduct 1.6 and 1.18.

Velawcity shall not disclose to third parties any information related to Law Firm's prospective clients or Law Firm's intake criteria and scripts except as required or permitted by the Rules of Professional Conduct, by final court order, or by consent of Law Firm. Velawcity shall provide Law Firm with notice of any request for such information prior to responding to such requests, whether the request is by letter, motion, subpoena, or court order.

#### **No Guarantee**

Velawcity does not guarantee any specific results from the marketing and intake services provided to Law Firm.

### **Non-Advisory**

Velawcity is an independent Legal Advertising Network and intake agent for Law Firm. Velawcity is not an advisor and cannot and will not give legal advice to Law Firm or Law Firm's prospective clients. Velawcity encourages Law Firms to consult their own counsel prior to entering into this Agreement to confirm compliance with the Rules of Professional Conduct and other law Velawcity cannot guarantee and Law Firm understands that Velawcity is not making any representation regarding whether the proprietary information Law Firm provides to Velawcity regarding litigation strategy, intake criteria for prospective clients, and scripts will be deemed protected as attorney work-product and proprietary information.

### **Arbitration of Future Disputes**

Any future controversies, claims, or disputes between the parties arising out of or related in any way to the subject matters covered by this Agreement, including, without limitation, claims that this Agreement has been breached, shall be submitted to final, binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in the State of Arizona. Each party understands and agrees that such party is knowingly and voluntarily waiving all rights to have such controversies, claims or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such party to a jury trial.

All arbitration procedures commenced pursuant to this Agreement shall be commenced within the time period provided for by the legally recognized statute of limitations applicable to the claim being asserted. No applicable limitations period shall be deemed shortened or extended by this Agreement.

The arbitrator shall have the power to award any party any relief available to such party under applicable law, but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction.

All costs of the arbitration charged by the American Arbitration Association and the arbitrator shall be split equally by the parties. However, the successful party shall be entitled to recover its half of the arbitration costs paid. Additionally, if action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

### **Amendments**

No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

### **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

### Order Summary

Agreement Number:	VL-MSA-202207-2650
Law Firm:	McClenney Moseley & Associates
Legal Claim:	Storm Damage
DMA's:	Nationwide
Total Prescreened Clients:	1,000
Base Rate Client Cost: \$	3,500.00
Total Balance Due: \$	3,500,000.00
Criteria:	Standard Storm Damage Criteria

Velawcity - MSA - 07/2022

### Authorization

Agreement Number: VL-MSA-202207-2650

Approved by: McClenney Moseley & Associates		Approved by: Velawcity Shane Radford OBO	
Full Name:	Zach Moseley	Full Name:	Sean Kelly
Title:	Owner	Title:	SVP Revenue
Email:	zach@mma-pllc.com	Email:	sean@velawcity.net
Date Signed:	August 2, 2022	Date Signed:	August 1, 2022
Signature:		Signature:	